#### **ENTER BELOW TO WIN NOW!**

Want to win 15,000 Royalty Club Loyalty Points? Fill out the form below for your chance to win!

One lucky winner will have the chance to redeem 15,000 reward points at any Chemist King Discount Pharmacy and spend \$300 (ex GST) on your choice of skin care, vitamins, fragrance and much more.

Please note points can be earned and redeemed on all over the counter purchases <u>excluding</u> dispensary items (prescriptions), dispensary services, delivery charges, gift cards, cash outs, or any other products deemed exclusions by law (excluded items).

Entries close 24th September 2025. The lucky winner will be contacted via email or phone.

First Name\*

Last name\*

Email\*

Mobile phone number\*

I agree to the T&Cs\*

Submit

Win 15,000 Royalty Club Loyalty Points T&Cs

15,000 Royalty Club Loyalty Points competition (Chemist King) Terms and Conditions ("Conditions of Entry")

**Promotion:** 15,000 Royalty Club Loyalty Points Competition

Promoter: ChemCentral Group Pty Ltd, 223 Payneham Road, St Peters, SA. 5059 PH: 0499 968 521

**Promotional Period:** The promotion commences on 10/9/2025 and will close on 24/9/2025.

#### **Eligible entrants:**

Entry is free and is open to South Australian residents ONLY ('Eligible Entrant) who are 16 years and over excluding any employee of the Promoter the sponsors or related companies and any child, parent, spouse or simply of such employee. The winner must be a Royalty Club Rewards loyalty member in order to redeem their prize. Points cannot be redeemed for cash.

### **Entries permitted:**

By completing the entry method, you will receive one (1) entry. One prize is available for entrants who either submit an entry form or, if you are an existing Royalty Club Member, are automatically entered into the draw when you spend in-store during the Promotion period. No minimum spend is required. New members must sign up (online or instore) and make a purchase in-store to qualify during the Promotion period. Please note, to make a 'purchase' it is not valid on dispensary items (prescriptions), dispensary services, delivery charges, gift cards, or cash outs.

### How to enter:

To enter, fill in an entry form on the Chemist King Discount Royalty Club form WIN 15,000 Royalty Club points landing page or instore and make a 'purchase' instore during the Promotion period. (the above step constitutes an 'Eligible Entry'). Time of entry will be at the time that the entry is received by the Promoter.

## Prize description:

15,000 Royalty Club points, valued \$300 (ex GST).

Points can be redeemed on all purchases at Chemist King <u>excluding</u> dispensary items, prescriptions dispensary services, delivery charges, gift cards, cash out or any other products deemed exclusions by the law (excluded items). The prize outline above may be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. The prize cannot be redeemed for cash and are not transferable. If the winner is unable to accept the prize, there will be a re-draw.

### Number of this prize:

One prize is on offer for entrants entering by the entry form (new customer) or if you are an existing Royalty Club Member, you are automatically entered into the draw when you spend instore during this Promotion period. Please note that the 'prize' cannot be redeemed on dispensary items (prescriptions), dispensary services, delivery charges, gift cards, or cash outs.

#### **Chosen winner:**

Winner will be drawn at random. The draw will take place at Magikos Marketing Pty Ltd (t/a Know It All Loyalty Systems), 15-17 Chapel St Cremorne, VIC on 30th September 2025 at 12:00 PM AEST. The first one (1) valid entries drawn by computerised randomised selection will be deemed the prize winner.

The Promoter's decision is final, and no correspondence will be entered into.

#### Winner notification:

The winner will be contacted by email or phone based on their entry form details provided within three (3) business days of the draw by the Promoter.

### Claiming prize:

The winner will have to inform Chemist King the account to apply for the prize to and will be confirmed by email once points are applied. The entrant agrees and acknowledges that they have read these Conditions of Entry (and schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and schedule) any capitalised terms used in these Conditions of Entry have the meaning given to the Schedule unless stated otherwise.

The Promotion commences on the start date at ends on the end date ('Promotional Period'). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

Valid and eligible entries will be accepted during the Promotional Period. Employees (and immediate family members) of the participating venues, agencies, companies directly associated with the conduct of this Promotion, the Promoter, it's distributors, supplies, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. 'Immediate family member' means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, auntie, nieces, nephew, brother, sister, step-sister, step-brother or first (1st) cousin.

## Draw:

- a) The draw will take place Magikos Marketing Pty Ltd (t/a Know It All Loyalty Systems), 15-17 Chapel St Cremorne, VIC on 30th September 2025 at 12:00 PM AEST. using random selection.
- b) The first one (1) valid entry drawn win the prize specified to the Schedule above.
- c) If a redraw is required due to an invalid entry or the original winner being ineligible, the redraw will take place within 3 months of the original draw date.
- d) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- e) The promoter will ensure each draw is open for public scrutiny an anyone may witness the drawn-on request. The winner of a drawn price is determined by chance. All reasonable attempts will be made to contact each winner.
  - If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize, and the Promoter is not obliged to substitute the prize. The value of the prize is accurate and based upon the recommended retail value of the prize is (inclusive of GST) at the date of printing.
  - The Promoter accepts no responsibility for any variation in the value of the prizes after that date. If a prize (or portion the prize) is unable is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to prize of equal or greater value or/or specification, subject to any written directions of a regulatory authority.

No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider. Each prize will be awarded to the person's name in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is dispute as to the identity of the entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoters database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy which is located at chemistking.com.au

The Promoter's Privacy Policy contains information about how the entrant may access update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any promotional breach by the Promotor of the Australian Privacy Principles or any other Australian Privacy Laws and how such complaints will be dealt with. The Promoter collects personal information about the entrants to enable them to participate in the Promotion and may disclose the entrant's personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be eligible to enter the Promotion. The Promoter may transfer entrant's personal information to countries specified in the Promoters Privacy Policy. It is a condition of accepting the prize at the winner may be required to sign a legal release as determine by the Promoter in its absolute discretion prior to receiving a prize. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the prize is subject to terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which applied to the prize at the time is it is issued to the winner will prevail over the Conditions of the Entry, to the extent of any inconsistency. The promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of the obligations in these Conditions of Entry or otherwise.

Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under the applicable law including the Competition and Consumer Act 2010 (Cth).

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communication networks failures, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promotor may in its sole discretion cancel, terminate modify or suspend the Promotion and invalidate any affected entries, or suspend, or modify the prize, subject to State regulations. The Promoter reserves the right at any time, to validate and check the authenticity of entries an entrant's details (including the entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.

Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments will which breach any law or infringe any third-party rights, including intellectual property rights, and not eligible to win. The use of any automated entry software or any other mechanical electronic means that allows an individual to automatically enter repeatedly is prohibited and may render or entries.

The Promoter reserves the right to disqualify entries at the event of a non-compliance with these Conditions of Entry. In the event there is dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

The Promoter and its associated agencies and companies will not be liable for any loss (including without limitation, indirect, special or consequential loss or loss of profits) expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with the Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).

The entrant will participate in an cooperate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may be use such marketing and editorial material without further reference or compensation to them.

The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice regarding the tax implications relating to the prize or acceptance of the prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.



### **Competition Terms and Conditions**

### **Competition Schedule**

### **PART A**

- 1. Competition Name: Baby Bonanza Consumer Promotion
- 2. **Promoter:** Nice-Pak Products Pty Ltd (ACN 051 956 346; ABN 71 051 956 346) (Promoter) of 120 Woodlands Drive, Braeside VIC 3195 (Head Office). Telephone: 03 8586 0500.
- 3. Entry Requirements: Entrants must be at least 18 years of age, must reside in the Territory and must purchase any products from the following baby brands during the Promotion Period (as sold in Australia, either instore or online) and retain the receipt: Tooshies GAIA Natural Baby Sudocream babyU infacol Multi-Mam Milton (Participating Product) and upload a copy of the receipt and complete the Promotion entry form (Entry Form) via our website located at babybonanza.com.au.

Entrants must upload a valid copy of the receipt as either a photograph or in scanned form. The receipt must evidence all details relating to the Product, including the Product purchased, retailer from where purchased, the date of purchase and the total amount spent (Valid Receipt).

Entrants accept and acknowledge that it is their responsibility to produce a Valid Receipt to enter the Promotion. If Entrants' receipt was unclear, faded or damaged upon its provision to the Entrants at purchase then the purchase may be invalidated by the Promoter in its absolute discretion. The Entrants acknowledge and agree that it is their responsibility to request a reprinted receipt from the applicable retailer. Nice Pak Products is not liable for any failure by a retailer to print a clear or legible receipt.

The Promoter may determine the validity and legibility of a receipt in its sole discretion. For the avoidance of doubt, the Promoter reserves the right to reject a receipt and entry into the Promotion, including without limitation, where the Receipt is unreadable, crumpled or faded or where the Entrant has not complied with these Terms and Conditions.

Multiple entries are permitted provided that one unique Valid Receipt is submitted per Application. Entries that re-use the same Valid Receipt and / or re-use the same receipt

will be deemed as invalid.

Paragraph 8 below set out the basis on which the Winners will be selected based on the Entry meeting Eligibility requirements.

- 4. Maximum entries: 10,000 per person.
- 5. **Number of winners:** There will be a maximum number of:
  - (a) 1 major winner (Major Winner) selected at the end of the Promotion Period. The Major Winner will be awarded AUD\$10,000, subject to all conditions herein.
  - (b) 1 weekly winner selected each Thursday during the Promotion Period (between 01/08/2025 30/09/2025). Weekly prize winners will receive AUD \$500. Total 9 weekly prize winners during the promotional period.
- 6. Territories: Australia-wide.
- 7. **Promotion Period:** Competition commences at 09:00 am AEST on 01/08/2025 and ends at 11:59 pm AEST on 30/09/2025.
- 8. **Prizes:** One (1) Major Winner will receive a Cash Prize of AUD \$10,000 and a minimum of one (1) weekly winner will receive a Cash Prize of AUD \$500 during the Promotion Period. For the purposes of this Competition, the total prize pool is estimated to be no more than AUD\$14,500. The Prize(s) must be taken as stated and are not transferable to another person, unless agreed to in writing by the Promoter. The Prizes are not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this prize is the responsibility of the Winner.
- 9. **Prize date and selection of winners:** The winners will be randomly selected by NicePak Products. Entries close at 11:59 pm on 30/09/2025 (AEST). All entries will be assigned a number, and the Winners will be drawn by a random electronic number generator. The Winners will be drawn weekly ((7/08/2025, 14/08/2025, 21/08/2025, 28/08/2025, 4/09/2025, 11/09/2025, 18/09/2025, 25/09/2025 and 2/10/2025) at 01:00 PM and the Major Draw will be drawn on 07/10/2025 at 01:00 PM (AEST) at the Head Office.

All Winners will be notified by email within seven (7) days of the draw. All of the Winners' first name, initial of last name, state and post code will be published at babybonanza.com.au within seven (7) days of notification, and will remain published for a minimum period of twenty-eight (28) days.

Considering that the Major Draw is on 07/10/2025, all entrants prior to this will be reentered into the Major Prize draw and remain eligible to win the Major Prize.

10. **Winner eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Employees (and their immediate families) of the Promoter, owners of the Participating Product and agencies associated with the Promotion are ineligible to win. For the avoidance of doubt, immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

The Promoter reserves the right, at any time, to verify the Entrant's entry (including their

identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

The Promoter is not responsible for any incorrect information provided by the Entrant. Incomplete or indecipherable entries will be deemed invalid.

The Promoter reserves the right to request proof of identification from the Entrant. The Entrant agrees that failure to provide proof of identification to the Promoter upon request will result in ineligibility to win the Prize.

- 11. **Prize Delivery:** Prizes will be deposited into the nominated bank account) within twentyeight (28) business days of the Draw / re-draw date. If the Prize contains a cash prize, it will be delivered to the Winner by bank transfer to their nominated bank account. However, the Winner is responsible for any other costs associated its receipt of the Prize, including any taxes or transfer duties or costs.
- 12. **Force Majeure on Delivery:** The Promoter shall not be liable for any failure or delay in delivering the Prize within the specified timeframe due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, industrial disputes, supply chain disruptions, transportation delays, or any failure or delay caused by the Prize Supplier(s) ("Force Majeure Event").

In the event of a Force Majeure Event, the Promoter will use all reasonable efforts to arrange for the delivery of the Prize as soon as practicable. The winner will be notified of any expected delays and, where possible, offered an alternative prize of equal or greater value, subject to availability and at the Promoter's sole discretion.

# **PART B**

1. Information on how to enter and information provided in Part A form part of these terms and conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these terms and conditions. The Entrant agrees that these terms and conditions constitute all of the terms and conditions between the Entrant and the Promoter governing this Competition.

### **Participation**

- 2. To enter, Entrants must meet all the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.
- 3. Entry is open to residents of the Territories.

4. The Competition will be open during the Promotion Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

#### **Selection of Winner**

- 5. If the Winner is not readily identified after three (3) months from the Close Date and reasonable efforts have been made to identify the winner, Nice Pak will draw another winner after three months from the promotion period on 07/01/2026, at 01:00 PM AEDT at the Head Office for the prize, subject to any written directions from a regulatory authority. The new winner of the prize will be notified by phone and email within 24 hours of the Judges' decision. The new Winners' first name, initial of last name, state and post code will be published at babybonanza.com.au within seven (7) days of notification of the Winner, and will remain published for a minimum period of twenty-eight (28) days.
- 6. The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Promoter will not be in any way liable to an Entrant, should the Entrant be found to be ineligible to win the Competition.

#### **Prizes**

7. The Promoter is not responsible for any action, event, loss or damage direct or direct or indirect after the prize has been issued or sent to the Entrant.

### Personal information

- 8. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at the Promoter's Website. Personal information submitted may be provided to third parties for the purpose of administering this Promotion and distributing the prizes, including to agents, contractors and prize suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Promotions from time to time.
- 9. By submitting an Application, Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants may withdraw their consent by written notification to the Promoter, however Entrants agree that such withdrawal may result in the Entrant being ineligible to win the Prize.
- 10. The Promoter collects personal information (PI) in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at nicepak.com.au/legal/privacypolicy. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling

- purposes, including sending electronic messages or telephoning the claimant. All entries become the property of the Promoter. The Promoter will not disclose the Entrant's personal information to any entity outside of Australia.
- 11. By entering into this competition, Entrants will automatically be subscribed to the Nicepak database to receive newsletters, eDM's and other promotional material. You can unsubscribe at any time by following the prompts or instructions on the applicable promotional material.

### Intellectual property

- 12. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (Entrant Content), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.
- 13. The Entrant warrants and represents that:
  - (a) it holds all the intellectual property rights to the Entrant Content;
  - (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
  - (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.
- 14. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

## **Reservation of rights**

- 15. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered.
- 16. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.
- 17. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
  - (a) breached any of these terms and conditions;
  - (b) tampered with the entry process or the Competition;
  - (c) engaged in any unlawful conduct;

(d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

### **Social Media Platforms**

- 18. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, or any other social media platforms (Social Media Platform(s)).
- 19. The Entrant agrees that it releases the Social Media Platforms from any and all liability to the Entrant arising out of or in connection with the Competition.
- 20. The Entrant must not:
  - (a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
  - (b) use electronic programs, bots or similar technology to automatically submit entries;
  - (c) use multiple Social Media Platform accounts to enter the Competition; or
  - (d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry, and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

## **Exclusion of liability**

- 21. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.
- 22. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these terms and conditions by the Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any prize(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
- 23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:
  - (a) inaccurate or incorrect transcription of entry information;
  - (b) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter 's control);
  - (c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;

- (d) any theft, unauthorised access or third party interference;
- (e) electronic or human error which may occur in the administration of the Competition;
- (f) any variation in prize value as stated in the Schedule;
- (g) any tax liability incurred by a Winner or Entrant;
- (h) redemption or use of a prize; and
- (i) any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family/persons accompanying a Winner.
- 24. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these terms and conditions and the Competition, or the performance or non-performance of these terms and conditions is limited to an amount equal to any amounts paid by the Entrant to the Promotor in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.
- 25. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (NonExcludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) use of the Prize.

### General

27. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 28. Any cost associated with accessing the promotional website is the Entrant's responsibility.
- 29. The use of any automated software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
- 30. These terms and conditions are governed by and will be construed under the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria and its appellate courts.
- 31. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 32. Capitalised terms used throughout these terms and conditions are defined in the Schedule unless specified otherwise.
- 33. **Force majeure:** In this clause, Force Majeure Event means a circumstance beyond the reasonable control of a party and which results in the party being unable to observe or perform on time an obligation under this Agreement, including but not limited to: acts of God, earthquakes, lightning strikes, floods, droughts, storms, tempests, mud/land slides, explosions, fires, pandemic, any natural disaster, acts of war, terrorism, civil commotion, malicious damage, riots and revolution.
- 34. If by reason of any Force Majeure Event, the Promoter is unable to perform in whole or in part any obligation under this Agreement then:
  - (a) The Promoter will notify the Entrant / Winner of the Force Majeure Event in writing as soon as reasonably practicable;
  - (b) Provided that the Promoter provided such notice, the Promoter is relieved of that obligation under this Agreement to the extent and for the period that it is unable to perform such obligation;
  - (c) The Promoter must provide notice to the Entrant / Winner, and resume its performance of its obligations as soon as it is reasonably able to do so unless otherwise agreed in writing; and
  - (d) The Promoter will not be liable to the Entrant / Winner to this Agreement for failure to perform such obligation to the extent and for the period of non-performance contemplated by this clause.
- 35. Authorised under the following licence numbers:

NSW Authority NSW TP-04342; NSW Notification NTP/13270; ACT Authority TP TP 25/01125.2; SA Licence No T25/849.

# Win \$1,500 with Your Loyalty Card!

**Promotion Period:** 25 August 2025 – 30 September 2025

### Who Can Enter:

- Open to Australian residents who are members of a Participating Pharmacy loyalty program.
- Not a member yet? Sign up in-store during the promotion to be eligible!
- Employees of the pharmacy, the promoter, or their families cannot enter.

### **How to Enter:**

- 1. Spend \$30 or more on non-prescription items at a Participating Pharmacy.
- 2. Scan your loyalty card at checkout (or have the purchase applied to your account).

# **Entry Limits:**

One entry per transaction, one transaction per day.

### Prize:

- 1 × \$1,500 VISA Prepaid Gift Card
- Winner drawn randomly on 7 October 2025 at Know It All Head Office, Cremorne, VIC
- Prize sent to the Participating Pharmacy where the winning entry was made; winner collects in-store (ID required).
- If under 18, a parent or guardian must collect on your behalf.

### Other Important Info:

- Gift card is subject to issuer terms: <a href="activgiftcard.com.au/terms">activgiftcard.com.au/terms</a>
- Lost, stolen, or damaged cards are the responsibility of the winner.
- The promoter may cancel or change the promotion if needed.
- By entering, you agree that your name and photo may be used for promotional purposes.

### **Privacy:**

- Your information is collected to manage the loyalty program and the promotion.
- Full privacy details: independentpharmacies.com.au/privacy-policy

### **TERMS AND CONDITIONS**

"Buy any 2 Tena Products and go into the draw to win a \$500 Visa Card."

### **FULL TERMS & CONDITIONS**

Promotion Name: "Buy any 2 Tena Products and go into the draw to win a \$500

Visa Card."

Promoter: PHARMABROKER SALES PTY. LIMITED

ABN 79 003 641 405

33 Devlin St Ryde NSW 2112

Eligible Participants Australian residents over the age of 18 years who purchase an eligible product from a participating retailer excluding residents of the Australian Capital Territory.

Participating Retailers Australian Pharmacies selling Tena range and displaying advertisements for the promotion. Not available for online purchases or purchases from pharmacies in the Australian Capital Territory.

**Eligible Products** All Tena Product Range

Promotion Period Start Date: 12:00am 1 September 2025 AEST

End Date 11:59:59 pm 30 September 2025 AEST

Prize AUD \$ 500 Visa Card

Number of Prizes 1 prize to be won

Winners Notified 3 October 2025

- 1. Information on how to enter the "Buy any 2 Tena Products and go into the draw to win a \$500 Visa Card." forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions and warrants the participant has read these Terms and Conditions. Offer not valid in conjunction with any other offer.
- 2. Entry is only open to Australian residents over 18 years of age who purchase an eligible product from participating pharmacies during the promotional period. Employees (and their immediate families) of the Promoter, participating outlets and their agencies associated with this promotion are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child, stepchild, parent, step-parent, natural or adopted sibling, grandparent, step-grandparent, uncle, aunt, niece, nephew or first cousin. Entry is

not open to residents of the Australian Capital Territory.

- 3. Promoter reserves the right to verify the validity of claims including contacting pharmacies and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant for tampering with the claim process or for submitting a claim that is not accordance with these Terms and Conditions, tampering with the entry process or engaged in any unlawful or other improper misconduct to jeopardise fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 4. To enter this Promotion, eligible individuals must, during the Promotion Period:
- (a) purchase an eligible product from a participating retailer, and
- (b) visit <a href="www.WinwithTena.com.au">www.WinwithTena.com.au</a>, follow the prompts to the entry page and complete in full an online form with their personal details (first name, last name, date of birth, email address, residential address and mobile number) and upload a scanned copy or photo of the receipt of the Eligible product they purchased during the Promotion Period.
- 5. Participants may enter more than once provided each entry relates to a distinct individual purchase.
- 6. By entering The Competition, each entrant agrees that the Promoter may use their submission information and images (photograph) or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.
- 7. Promotion commences 01/09/25 00:00 AEST and concludes 30/09/25 23:59:59 AEST. All entries must be received by the End Date, in the form specified and the Promoter cannot accept liability for entries which are rejected because they are late, lost, incomplete or otherwise nor able to be received.
- 8. The draw will take place at 9am (AEST) on Friday 03 October 2025 at the Promoter's office in New South Wales, 33 Devlin St. Ryde, NSW 2112. In the event of COVID-19 regulations preventing the draw at that location, an alternate suitable location will be determined by the promoter.
- 9. The first (1) valid entry randomly drawn from all entries received during the Promotional Period will receive the cash prize valued at AUD \$5000 (incl. GST).
- 10. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
- 11. Winners will be notified by 5pm (AEST) on Friday 03 October 2025:
  - via telephone; and

- on the Website.
- 12. If the promoter is unable to contact the winner/s within 30 days of the draw and the promoter has made every effort to contact them with the information provided by the entrant then the promoter will conduct a further draw on Friday 10 October 2025 to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required. Winner/s of the unclaimed prize draw/s will be notified by telephone and details published on the Website on Monday 6 October 2025.
- 13. Payment of the prize will be made by Electronic Fund Transfer (EFT) to a bank account nominated by the winner. Payment will be made within 14 days of notification of bank account details. No responsibility will be taken for deposits made to incorrect accounts due to incorrect information being supplied. Claims will be honoured at the discretion of the Promoter.
- 14. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 15. No prize is transferable or exchangeable. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required.
- 16. The Promoter collects personal information in order to conduct the Promotion. This information includes personal details such as first name, last name, address, email address, residential address, and phone number. The promoter collects this personal information to run the promotion and award the prize to the participant. If the participant does not provide the required personal information, the promoter will not be able to process the participants entry.
- 17. All personal information collected will be treated in accordance with the Promoter's Privacy Policy available

at www.pharmabrokersales.com.au/privacy and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

- 18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate, or cancel the promotion, as appropriate.
- 19. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in offer value to that stated in these Terms and Conditions; or (e) any tax liability incurred by a claimant.
- 20. The promoter's determination of winners is final, and correspondence will be entered into.
- 21. This promotion is governed by the laws of New South Wales and the Commonwealth of Australia, and the courts of New South Wales will have exclusive jurisdiction to hear any disputes.
- 26. The Promoter is Pharmabroker Sales Pty Ltd of 33 Devlin St Ryde NSW 2112. ABN 79 003 641 405

Terms and Conditions of Elastoplast Umbrella Gift with Purchase

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(Terms and Conditions) 1.	These Terms and Conditions govern the supply, by Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623/Beiersdorf Australia Ltd (trading as Beiersdorf New Zealand), 1A Farnham Street, Parnell 1052, Auckland (Beiersdorf), of Elastoplast GWP Umbrella Promotion (Campaign) which will run from 30th June 2025, whilst stocks last. To the extent of any inconsistency between these Terms and Conditions and any other published materials, and to the extent permitted by law, these Terms and Conditions will prevail. By participating in this Campaign you accept these Terms and Conditions.
2.	In order to receive your free <b>Elastoplast Umbrella</b> ( <b>Gift</b> ), you must be an Australian resident aged 18 over. Subject to clause 3, you must also purchase \$15 or more of any product(s) from the Elastoplast range from a participating pharmacy in one transaction to redeem your Gift from the participating pharmacy.  Participating pharmacies will be indicated by display in the pharmacy instore or on its advertising channels.
3.	Gifts are only available as long as the stock of products dedicated as Gifts in each participating pharmacy lasts.
4.	Subject to clause 3, you may claim one (1) Gift only per \$15 or more of purchased Product.
5.	Beiersdorf will only consider Gift claims made in accordance with these Terms and Conditions and will not accept any responsibility for late, lost or misdirected claims.
6.	Beiersdorf and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
7.	All ancillary costs or requirements associated with a Gift are your sole responsibility.
8.	Beiersdorf accepts no responsibility for any tax implications that may arise from a Gift. You should seek independent financial advice in relation to any tax payable in relation to the Gift.
9.	It is a condition of accepting the Gift that you must comply with all the conditions of use of the Gift and the Gift supplier's requirements.
10.	Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the <i>Australian Competition and Consumer Act 2010</i> as well as any other implied warranties under the <i>ASIC Act 2001</i> or similar consumer protection laws ( <b>Non-Excludable Guarantees</b> ). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Beiersdorf (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or in relation to a Gift or this Campaign.
11.	Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Beiersdorf (including its respective officers, employees and agents) is not responsible, and excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or in relation to: (a) any technical difficulties or equipment malfunction (whether or not under Beiersdorf's control); (b) any theft, unauthorised access or third party interference; (c) any Gift claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Beiersdorf) due to any reason beyond Beiersdorf's reasonable control; (d) any tax liability you incur; or (e) use of a Gift.